

(9) The Partners shall select an operator or operators for the Partnership. The Partners shall select an operator or operators after reviewing presentations from all persons interested in serving as operator.

(10) The Partners may, on behalf of the Partnership, negotiate and enter into Partnership agreements or other arrangements with entities awarded the FCC wireline construction permit for adjacent RSA's or with entities currently providing cellular service in one or more MSA's which are adjacent to the RSA. The Parties pledge their best efforts and mutual cooperation in seeking the regulatory approvals needed to expeditiously implement cellular service in the RSA.

(11) In consideration of the setting up of the Partnership described herein, each Party having an interest in the Partnership agrees that it will not hold any interest in a second cellular service provider, or any applicant proposing to provide such service, in the RSA so long as such Party holds an interest in the Partnership provided for herein.

(12) Nothing herein will preclude any Party from selling or leasing terminal equipment used in connection with cellular service independently from the Partnership, whether within or outside the RSA, or from marketing cellular service on behalf of the Partnership.

(13) Except as otherwise provided herein, this agreement constitutes a binding agreement among the Parties signing it, their affiliates, successors and assigns.

(14) Notwithstanding any other provisions of this agreement, it is agreed that if Ameritech Mobile Communications (Ameritech), or affiliates thereof, shall sign this agreement, they shall not be partners in the Partnership and the interests of Ameritech or its affiliates shall be divided equally between the other Parties to this agreement. It is further agreed that Ameritech or its affiliates shall assign their interests in the Partnership to the other Parties hereto following the issuance of a construction permit to the Partnership.

(15) This agreement may be executed in counterparts.

(16) This agreement shall be effective without the signatures of every Party named below, but shall only be binding upon those Parties signing the Agreement.

Dated as of the day, month and year first written above.

Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By Richard A. Kiesel

RICHARD A. KIESLING, PRESIDENT
(Name and Title)

Century Cellunet, Inc.

By _____

(Name and Title)

Contel Cellular, Inc.

By

VP Finance
(Name and Title)

Coon Valley Farmers Telephone
Company, Inc.

By

(Name and Title)

Farmers Telephone Company

By

(Name and Title)

GTE Mobilnet Incorporated

By

(Name and Title)

Hillsboro Telephone Company, Inc.

By

(Name and Title)

LaValle Telephone Cooperative

By

(Name and Title)

Monroe County Telephone Company, for
Universal Cellular for Wisconsin
RSA #8.1, Inc.

By

(Name and Title)

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Dated as of the day, month and year first written above.

EM
Farmers Telephone Co.

Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellunet, Inc.

By _____

-8-

3/14/89 *att* constitutes a binding agreement among the Parties signing it, their affiliates, successors and assigns.

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Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellunet, Inc.

By _____

Contel Cellular, Inc.

By _____

(Name and Title)

Coon Valley Farmers Telephone
Company, Inc.

By _____

(Name and Title)

Farmers Telephone Company

By _____

(Name and Title)

GTE Mobilnet Incorporated

By _____

(Name and Title)

Hillsboro Telephone Company, Inc.

By Charles E. Hammer

Vice Pres. / General Manager
(Name and Title)

LaValle Telephone Cooperative

By _____

(Name and Title)

Monroe County Telephone Company, for
Universal Cellular for Wisconsin
RSA #8.1, Inc.

By _____

(Name and Title)

-8-

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Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Eastern Communications, Inc.

By _____

(Name and Title)

Century Cellnet, Inc.

By _____

Contel Cellular, Inc.

By _____

(Name and Title)

Coon Valley Farmers Telephone
Company, Inc.

By _____

(Name and Title)

Farmers Telephone Company

By _____

(Name and Title)

GTE Mobilnet Incorporated

By _____

(Name and Title)

Hillsboro Telephone Company, Inc.

By _____

(Name and Title)

LaVale Telephone Cooperative

By  _____

ROBERT GEN'S MANAGER
(Name and Title)

Monroe County Telephone Company, for
Universal Cellular for Wisconsin
RSA #8.1, Inc.

By _____

(Name and Title)

-8-

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Dated as of the day, month and year first written above.

Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellunet, Inc.

By _____

*For record
Monroe County
Telephone Commission
for Universal Cell
for Wisconsin
Inc. 3/14/89*

Contel Cellular, Inc.

By _____

(Name and Title)

Coon Valley Farmers Telephone
Company, Inc.

By _____

(Name and Title)

Farmers Telephone Company

By _____

(Name and Title)

GTE Mobilnet Incorporated

By _____

(Name and Title)

Hillsboro Telephone Company, Inc.

By _____

(Name and Title)

LaValle Telephone Cooperative

By _____

(Name and Title)

Monroe County Telephone Company, for
Universal Cellular for Wisconsin
RSA #8.1, Inc.

By Jon A. Shuard

VICE PRESIDENT-BUSINESS DEVELOPMENT

(Name and Title)

-8-

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DX
Mount HARB
Tel. Co.

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Dated as of the day, month and year first written above.

Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellunet, Inc.

By _____

Mount Horeb Telephone Company

By Forest A. Johnson
Forest A. Johnson, Vice President
(Name and Title)

North-West Cellular, Inc.

By _____

(Name and Title)

Richland-Grant Telephone
Cooperative, Inc.

By _____

(Name and Title)

Telephone and Data Systems, Inc.

By _____

(Name and Title)

UTELCO, Inc.

By _____

(Name and Title)

Vernon Telephone Cooperative

By _____

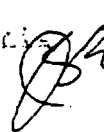
(Name and Title)

Viroqua Telephone Company

By _____

(Name and Title)

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Dated as of the day, month and year first written above.

Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellnet, Inc.

By _____

Mount Horeb Telephone Company

By _____

(Name and Title)

North-West Cellular, Inc.

By Philip J. H. _____

President

(Name and Title)

Richland-Grant Telephone
Cooperative, Inc.

By _____

(Name and Title)

Telephone and Data Systems, Inc.

By _____

(Name and Title)

UTELCO, Inc.

By _____

(Name and Title)

Vernon Telephone Cooperative

By _____

(Name and Title)

Viroqua Telephone Company

By _____

(Name and Title)

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Dated as of the day, month and year first written above.

OK *[Signature]*
[Signature]

Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellunet, Inc.

By _____

Mount Horeb Telephone Company

By _____

(Name and Title)

North-West Cellular, Inc.

By _____

(Name and Title)

Richland-Grant Telephone
Cooperative, Inc.

By  _____

ROBERT GENS MANAGER
(Name and Title)

Telephone and Data Systems, Inc.

By _____

(Name and Title)

UTELCO, Inc.

By _____

(Name and Title)

Vernon Telephone Cooperative

By _____

(Name and Title)

Viroqua Telephone Company

By _____

(Name and Title)

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Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellunet, Inc.

By _____

Mount Horeb Telephone Company

By _____

(Name and Title)

North-West Cellular, Inc.

By _____

(Name and Title)

Richland-Grant Telephone
Cooperative, Inc.

By _____

(Name and Title)

Telephone and Data Systems, Inc.

By _____

(Name and Title)

UTELCO, Inc.

By Charles D. Metcalf

Charles D. Metcalf, V.P. & General Manager

(Name and Title)

Vernon Telephone Cooperative

By _____

(Name and Title)

Viroqua Telephone Company

By _____

(Name and Title)

-8-

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J.E. 3/14/89
Vernon Telephone
Cooperative

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Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellunet, Inc.

By _____

Mount Horeb Telephone Company

By _____

(Name and Title)

North-West Cellular, Inc.

By _____

(Name and Title)

Richland-Grant Telephone
Cooperative, Inc.

By _____

(Name and Title)

Telephone and Data Systems, Inc.

By _____

(Name and Title)

UTELCO, Inc.

By _____

(Name and Title)

Vernon Telephone Cooperative

By Clarence D. Egel

General Mgr.
(Name and Title)

Viroqua Telephone Company

By _____

(Name and Title)

Mount Horeb Telephone Company

By _____

(Name and Title)

North-West Cellular, Inc.

By _____

(Name and Title)

Richland-Grant Telephone
Cooperative, Inc.

By _____

(Name and Title)

Telephone and Data Systems, Inc.

By _____

(Name and Title)

UTELCO, Inc.

By _____

(Name and Title)

Vernon Telephone Cooperative

By _____

(Name and Title)

Viroqua Telephone Company

By Marvin H. McNeal

Pres. + Gen. Mgr.
(Name and Title)

-8-

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Ameritech Mobile Communications, Inc.

By _____

(Name and Title)

Central Western Communications, Inc.

By _____

(Name and Title)

Century Cellunet, Inc.

By _____

Es
Virginia Telephone Company

Exhibit 2 to Mr. Englade's Declaration

7

DATE	2-13-89
FILE	
JS	
JC	
TP	
FO	
ME	
ER	
RA	
FILE	2-13

VIROQUA TELEPHONE COMPANY

114 East Court Street
P.O. Box 191
Viroqua, Wisconsin 54665-0191

(608) 637-2111

February 8, 1989

RSA #8 CELLULAR MEETING

February 8, 1989 a meeting for RSA # 8 Cellular was held at the Viroqua Telephone Company office, Viroqua, Wisconsin.

In attendance were:

Marvin McNeal	Viroqua Telephone Company	608-637-2111
Duane Switz	Viroqua Telephone company	608-637-2111
Fred Englade	Century Telephone	318-388-9650
John Klarer	Mount Horeb Telephone Co.	608-437-5551
Dave Thurow	North-West Telephone	608-372-8130
Marlyn Kemnitz	Platteville Telephone Co.	608-348-3025
Gary McFall	Platteville Telephone Co.	608-348-3025
Ed Neckvatal	Farmers Telephone co.	608-723-2181
Dick Kiesling	Cuba City/Belmont Telephone co.	608-244-4940
James Hawkins	Vernon Telephone Coop	608-634-3136
Charles Metcalf	UTELCO	608-328-5252
Robert Gens	Richland-Grant Telephone Coop	608-537-2461
Bill Williams	Bell, Metzner, Gierhart & moore	608-257-3764
Don Hammer	Hillsboro Telephone co.	608-489-3230
Bill Dollard	Universal	414-278-7000
Mike Mott	Contel (Via telephone)	404-698-6105

The FCC lottery notice was discussed. Thirteen companies have filed for the RSA:

Farmers Telephone Company	Monroe County Telephone company
Coon Valley Farmers Telephone Company	Century Cellunet, Inc.
Richland-Grant Telephone Cooperative	GTE Mobilnet, Inc.
North-West Cellular	Mount Horeb Telephone Co.
Viroqua Telephone Company	Telephone and Data Systems, Inc.
Vernon Telephone Company	Contel of Illinois, Inc.
Ameritech Mobile Communications	...

A motion was made by Robert Gens, seconded by Fred Englade to add Hillsboro Telephone Company and LaValle Telephone Cooperative as participants in the RSA #8 entity per the original gentlemen's agreement. Motion carried.

A motion was made by James Hawkins, seconded by John Klarer to allow Central Western (Cuba City Telephone Co/Bellmont Telephone Co.) to participate as one entity in RSA #8. Motion carried.

The idea for splitting the RSA into two serving areas or leaving it as one entity was discussed at length. On a motion by Robert Gens, seconded by Fred Englade the RSA is to be one entity and not split, and the operation can be handled by one or multiple operators. Motion carried.

Miscellaneous proposals and contracts were discussed.

A motion was made by Dick Kiesling, seconded by Ed Neckvatal that each participant give the right of first refusal to the entity to acquire its investment in the operation due to change of control. (50% or more) Motion carried.

A motion was made by Robert Gens, seconded by Fred Engle, any participant acquiring control of another participant, the survivor is entitled to only one vote. Motion carried.

More discussion concerning the number of participants in the RSA. Thirteen companies had filed. Hillsboro Telephone, Lavalley Telephone Cooperative, and Central Western have been added in previous motions bringing the number to sixteen.

A motion was made by Dick Kiesling, seconded by Ed Neckvatal to accept UTELCO as an equal partner in the entity. Motion carried.

Partnership agreements were discussed at length. A motion was made by Robert Gens, seconded by Don Hammer that a general partnership be formed for RSA #8. Motion carried.


The next item was to replace the current chairman, Marvin McNeal, at his request.

Robert Gens nominated Dave Thurow from North-West Telephone. Mr. Thurow accepted. Ed Neckvatal requested nominations be closed and a unanimous vote be cast for Dave Thurow. Motion carried.

Following the appointment of a new chairman a committee was discussed to serve under Mr. Thurow. The entities would be consulted as to who should serve on this committee.

Bill Williams will be working with the new chairman to develop new agreements which will be sent out to all participants for their review and signature.

There being no further business, the meeting was adjourned.


Marvin G. McNeal
Chairman

MGM:co